

March 29, 2013

To: Executive Board

Subject: **Mt. San Antonio College Student Ridership Pilot Program
Memorandum of Understanding**

Recommendation

Authorize the Executive Director to execute a Memorandum of Understanding (MOU) with Mt. San Antonio College (Mt. SAC) for implementation of a Student Ridership Pilot Program from the Fall 2013 through Fall 2014 semesters, pending approval by Mt. SAC's Board of Trustees.

Analysis

Foothill Transit currently has college subsidized student ridership programs at Rio Hondo College (GoRIO) and Pasadena City College (I-Pass). Student ridership programs across the country account for 11 percent of public transportation users, helping local colleges reduce campus congestion and university parking costs while improving regional safety and air quality around commuter campuses. Reaching out to students increases their probability of ridership as they enter the workforce, generating transit-positive commuters of the future. These programs are used as marketing and ridership growth efforts that allows transit agencies the opportunity to collect valuable information on system wide ridership.

GoRIO's pilot program began the Fall Semester of 2006 and was the first program of its kind for Foothill Transit. The MOU for the pilot program was for a two semester pilot program where Foothill Transit would accept \$4,779 per semester from Rio Hondo to cover the estimated passes for full-time students. The funding for the pilot came from Measure A bond funds that were dedicated to reduce demand for parking and ease traffic from construction. The GoRIO program gives full-time students access to multiple transit providers that serve the college, Foothill Transit being one of them.

After the pilot program, Rio Hondo students voted on a transportation fee that each student pays. Access to Foothill Transit's service is available to any full-time student who chooses to participate in the program. The current GoRIO MOU stipulates that the college subsidize student ridership on Foothill Transit's service at the rate of \$17,500 for the 2012 - 2013 academic year (two semesters). That subsidy rate is up from \$10,000 in the previous year and is based on ridership data available from Foothill Transit's fare collection system. The MOU is revisited regularly and cost is based on a thorough analysis of ridership. GoRIO ridership numbers are estimated at approximately 30,000 boardings per year.

Pasadena City College's I-Pass pilot program began in the Fall Semester of 2010. The MOU for this program covered the first semester where Foothill Transit would accept

Executive Board Meeting – 03/29/13
Mt. San Antonio College Student Ridership Pilot Program MOU
Page 2

\$30,000 for full-time students to have access to Foothill Transit services. It is our understanding that this pilot was funded through the college's General Fund. Like the GoRIO program, I-Pass also provides students access to multiple transit providers.

The current I-Pass MOU stipulates that the college subsidize student ridership on Foothill Transit's service at the rate of \$60,000 for the 2012 - 2013 academic year. PCC students pay \$30 per semester to participate in the program. The MOU is revisited regularly and based on a thorough analysis of ridership. PCC ridership is estimated at approximately 65,000 per year.

There have been discussions over the past several months with representatives from Mt. SAC regarding implementation of a similar program. A pilot program has been negotiated that will allow all Mt. SAC credit students (full and part-time) to ride Foothill Transit's local lines and Silver Streak. The only means to gather student ridership data from Mt. SAC at this time is automatic passenger counts at the bus stops adjacent to the campus. Figures from these stops show an average of 1,757 daily boardings and alightings. Over the course of the college's academic year, this corresponds to ridership of approximately 220,000 per year. This figure does not include rides on other lines that these students are likely to take. Based on trends observed with the Rio Hondo and PCC programs, that additional ridership is estimated at 200,000 per year.

The Mt. SAC pilot program proposal is different from the Rio Hondo and PCC. The most notable differences are: (1) both full and part-time Mt. SAC credit students can participate and have access to Foothill Transit's service; (2) the pilot is a three semester program used to calculate an appropriate subsidy amount and during the final semester the students will vote on the program; and (3) there is a termination clause included in the MOU that the College asked for. It is common practice for them to have a termination clause in all agreements. The termination clause calls for the ability for either party to terminate the program with 60 days' notice.

At the end of the pilot, another MOU between Mt. SAC and Foothill Transit would be created to subsidize Foothill Transit's future Mt. SAC student fare revenue. The school will most likely receive its funding from a student fee. In the draft initial MOU the college agrees to conduct a referendum of students to increase student fees to fund the continued public transportation program. This will happen no later than the end of the third semester of the pilot program (Fall 2014).

The projected cost of this program is \$427,000 and includes the fare revenue that would not be collected from students during the pilot period, the cost of TAP stickers, and the cost of marketing materials to promote the program. A large part of the marketing program will target students via mobile devices. The marketing plan will include an inbound microsite accessible through strategically placed on-campus QR codes. These codes would direct student interaction through Foothill Transit's digital communication

Executive Board Meeting – 03/29/13
Mt. San Antonio College Student Ridership Pilot Program MOU
Page 3

tools, including but not limited to Facebook, Twitter and our email notification system. Cost for TAP stickers is currently unknown, but is estimated to average \$20,000 per semester.

Discussions with Citrus College have continued recently with the Foothill Transit Administrative team regarding implementation of a similar pilot program. It is not the plan to begin the Citrus program during the Fall 2013 semester, but possibly Spring of 2014. Citrus College administrators were extremely interested in the proposal and discussions are planned to continue between Foothill Transit and Citrus College administrative teams.

Budget Impact


A conservative estimate of the current fare revenue received from Mt. SAC students is \$287,000 per year. The cost of advertising and promoting the program is estimated at \$80,000 which will cover an ongoing campaign that would include kiosks, sidewalk and parking lot graphics, and promotional items. The cost of the TAP stickers is estimated at \$60,000 during the pilot program. The total projected budget impact for this pilot program is estimated at \$427,000. This demonstration program to enhance ridership is eligible for funding through Foothill Transit's allocation of Los Angeles County Measure R funds.

Attachment A is the Draft Mt. SAC/Foothill Transit Memorandum of Understanding.

Sincerely,



Katie Gagnon
Special Projects Manager



Doran J. Barnes
Executive Director

Attachment

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between Foothill Transit, a joint powers authority organized under the laws of the State of California with its principal place of business at 100 South Vincent Avenue, Suite 200, West Covina, California 91790 and Mt. San Antonio College (College) located at 1100 North Grand Avenue, Walnut, CA 91789.

Purpose

The purpose of this Memorandum is to establish the commitments and roles of Foothill Transit and the College relative to a pilot transportation program wherein Foothill Transit will provide transportation services to the College's students in accordance with the provision of this Memorandum.

Term of Pilot Program

The pilot program described herein will commence no earlier than the beginning of the College's Spring Fall 2013 semester and no later than the beginning of the College's Fall 2013 semester. Once the pilot program is initiated, Foothill Transit and the College agree that it will remain in place for three full major College semesters terms only (Fall 2013; Spring 2014; Fall 2014). This excludes winter and summer intersessions.

This MOU agreement and pilot program may be terminated upon mutual agreement by both parties with a thirty (30) day written notice provided to each party or by either party unilaterally due to compelling reasons with a sixty (60) day written notice to the other party.

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Comment [MTL1]: This would refer to Fall and Spring terms so that we do not get them confused with the winter and summer intersessions during which a fee would not be collected.

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Funding

Foothill Transit agrees that it will be solely responsible for the funding of the pilot program in that the College and the College's students participating in the pilot will not be charged any fees for transportation services provided by Foothill Transit to the College's students during the term of the pilot program.

Mutual Commitments

Foothill Transit and the College agree to work cooperatively during the term of the pilot program to develop a comprehensive student transportation pass program that would establish the roles and responsibilities of Foothill Transit and the College that would allow College students enrolled in credit courses for the specific term(s) to utilize all Foothill Transit's services (Local and Silver Streak only) by using a student pass developed by the College Foothill Transit in cooperation with Foothill Transit the College. Foothill Transit agrees to fund the marketing efforts and will work

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~~cooperatively with the College will work cooperatively to market the pilot program.~~

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Foothill Transit and the College also agree that they will enter into a memorandum of understanding setting forth their understandings and obligations relative to any College student public transportation program that is established during or after the completion of the pilot program. ~~Foothill Transit and the College agree that they will endeavor to enter into the memorandum of understanding no later than the beginning of the third semester of the pilot program.~~

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Foothill Transit Commitments

Foothill Transit agrees that it will recognize ~~Foothill Transit~~ passes issued by the College to College students ~~enrolled in credit courses~~, allowing them ~~students~~ to use Foothill Transit Local and Silver Streak bus services ~~during a twenty four hour a day, seven days a week 24/7 time period and within the established terms of the pilot~~, without the payment of any additional fare by the student ~~or the College~~. Foothill Transit will collect ridership data concerning student usage during the pilot program and will provide the data to the College to assist the College in determining whether to continue the program beyond the pilot program ~~as well as provide data and details regarding all potential cost of the program to the College and student riders~~. ~~Foothill Transit will provide detailed ridership and cost information, including the use of technology for a TAP card, smartcard sticker, other relevant technology, including the utilization of the current College identification card, for purposes of accessing transportation services upon completion of the pilot. This information will be provided by Foothill Transit to the College no later than July, -of 2014, prior to the referendum to be posed to the student body during the Fall 2014 term (third term semester of the pilot program).~~

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College Commitments

~~Upon receipt of all data and details regarding potential ridership, the operation of the program and likely costs to students and the College, the College agrees that it will conduct a referendum of students concerning an increase in student fees to fund any public transportation program for College students beyond the pilot program. The College further agrees to conduct the referendum -no later than the end of the third semester of the pilot program.~~

Hold Harmless

Foothill Transit agrees to indemnify and hold harmless the College, its trustees, administrators, managers, officers, agents and/or employees from and against any and all actions, claims damages (including but not limited to death, bodily injury, or property damage), liabilities, losses, or expenses of whatsoever kind, name or nature, including legal costs and attorneys' fees, whether or not suit is actually filed, and any and all judgments rendered against the College, its trustees, administrators, managers,

officers, agents and/or employees that may be asserted or claimed by any person, firm or entity arising out of or in connection with this MOU, including but not limited to, any act, error or omission by Foothill Transit and/or its Members, officials, officers, volunteers, agents, and independent contractors who serve as Foothill Transit officers, officials, or staff in the performance of services rendered to College and its students.

FOOTHILL TRANSIT
100 S. VINCENT AVE.
SUITE 200
WEST COVINA, CA 91790

MT. SAN ANTONIO COLLEGE
1100 NORTH GRAND AVE.
WALNUT, CA 91789

By: _____
Doran J. Barnes
Executive Director

By: _____
William T. Scroggins
President/CEO, Mt. San Antonio
College

Date: _____
Approved as to Form

Date: _____
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By: _____
Edward J. Gill
Thompson Coburn, LLP
Foothill Transit Special Legal Counsel

By: _____
Mary Dowell
Liebert, Cassidy, Whitmore
General Counsel, Mt. San
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